

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 03KLC062		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N65540-03-R-0061	
7. FOR SOLICITATION INFORMATION CALL		a. NAME KAREN L. CANE		b. TELEPHONE NUMBER (No Collect Calls) 215-897-1180		6. SOLICITATION ISSUE DATE 19-May-2003	
9. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, KAREN L. CANE 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403 TEL: 215-897-1180 FAX: 215-897-7994		CODE N65540		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17 a. CONTRACTOR/ OFFEROR TEL.		CODE		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				COPIES 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		38. S/R ACCOUNT NUMBER	
						39. S/R VOUCHER NUMBER	
						40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Gas Turbine Exhaust System in accordance with Commercial Item Description and Engineering Specification M153, Attachment I	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Technical Data in accordance with Commercial Item Description and Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423				XXX

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Data, Seq. No. A001	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Data, Seq. No. A002	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Calculations, Seq. No. A003	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Procedures, Seq. No. A004	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Report, Seq. No. A005	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Drawings, Seq. No. A006	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	Lifting and Erection Instructions, Seq. No. A007	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0002AH	Handling and Storage Instructions, Seq. No. A008	1	Lot	\$_____	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ	End Item Final Inspection Record, Seq. No. A009	1	Lot	\$_____	

COMMERCIAL ITEM DESCRIPTION

The below Engineering Specification M153 describes the design, fabrication and delivery of the following material for a Gas Turbine Test Facility including equipment design drawings, to be furnished 20 weeks or sooner after date of contract.

Two (2) gas turbine exhaust duct/stack systems, elements per system are: lined duct sections, lined rectangular to square transition section, lined square to round transition section and lined round stack sections. Material is from A-36 carbon steel and 409 stainless steel. Material thickness range from 12 gauge to 0.25 inch. Insulation is from ceramic fiber. Exhaust temperature 1200 F (max).

ENGINEERING SPECIFICATION M153 EXHAUST DUCTING SYSTEM

1.0 INTRODUCTION

1.1 This specification establishes the requirements for the design, manufacture, and delivery of two (2) exhaust ducting systems, for a Gas Turbine Test Facility at the Naval Surface Warfare Center, Carderock Division (NSWCCD), Philadelphia, PA. All equipment are to be delivered twenty (20) weeks or sooner after date of contract.

1.2 Each of the system's components, specified herein, shall be fabricated, assembled, and shipped in as much a complete unit as possible.

1.3 All components described in this specification must be designed to be structurally and thermally adequate to withstand lifting and loading conditions identified and exhaust operating requirements as described in this specification.

2.0 SCOPE

2.1 Equipment and Services to be provided by the Contractor.

2.1.1 The Contractor shall be responsible for providing all exhaust ducting system components as specified herein including all bolting hardware and gasketing to make-up the flange joints (with 10% spares).

2.1.2 The Contractor shall be responsible for the design, procurement of materials, fabrication, assembly, cleaning, surface preparation, painting, packaging and shipping (complete and ready for erection) of all items included in this specification. The Contractor shall assume the responsibility of his product in transit.

2.1.3 The design, materials, and fabrication of structural steel shall be in accordance with the specification of the American Institute of Steel Construction, latest edition, except where modified by local government regulations or customer's special requirements. Modifications for local government regulations or customer's special requirements shall be made only if they exceed the requirements of the Codes.

2.1.4 All ducting component sections shall have hardened lift points to allow lifting and movement. These lift points shall be designed where possible to lift through the system component center of gravity. Temporary shoring shall be designed, manufactured, and provided with the exhaust components to facilitate movement. Where the integral strength of a component section will not allow free standing storage, storage stands shall be designed, manufactured and provided. All design drawings and hardware shall have centers of gravity calculated and clearly marked. Where the component sections have been made symmetrical, lift points shall be made on both sides of the mirroring section feature.

2.1.5 The Contractor shall be responsible for the accuracy of its designs and full conformance to the requirements presented in this specification. Approval of any drawings, calculations and/or tests by the Government shall not relieve the Contractor from these responsibilities.

2.1.6 Nothing in this specification shall relieve the Contractor of the responsibilities for performing, in addition to the requirements of this specification, such analyses, tests, inspections, and other activities which the Contractor considers necessary to insure that the design, material and workmanship are satisfactory for the service intended, or as may be required by common usage and/or good practice.

2.1.7 Inspections shall be performed as hereinafter specified.

2.1.8 The Contractor shall maintain all hereafter-specified data and records. These will be delivered to the Government after the work has been accepted.

2.1.9 The Contractor shall establish and maintain a system for the control of quality during manufacture and examination, which will insure that all components and assemblies furnished under this specification meet requirements hereinafter specified.

2.1.10 The Contractor shall mark all parts and units of assembly as hereinafter specified.

2.1.11 The Contractor shall, prior to shipment, assemble all exhaust ducting system components as specified herein to ensure adherence to the tolerances indicated by this specification. The Government or the Government's agent shall witness the assembly by the Contractor. A minimum of seven (7) days is required to arrange such a visit.

2.1.12 The Contractor shall provide the Government and his agent access at all times to all places where work is being done under this specification. They shall have full facilities for unrestricted inspection of such work.

2.1.13 The Contractor shall provide all necessary and incidental labor, materials, tools, equipment and services which must be employed to satisfy the requirements stated in this specification.

2.1.14 The Contractor shall provide, for review and approval, all of the data requirements described herein this specification including, complete and detail drawings for all equipment and work under this specification.

2.2 Equipment and Services to be provided by the Government.

2.2.1 The Government will unload at the site, store, and erect all items furnished by this specification.

2.2.2 The Government will provide a flexible joint between the ducting and the gas turbine at time of erection of all items furnished by this specification. The flexible joint is identified under GE source control drawing L22133.

3.0 Technical Proposal

3.1 General

A technical proposal, which includes (at a minimum) the information listed below, shall be provided with the Contractor's quotation. A proposal, which does not present sufficient information for the Government to confirm the capability of the Contractor, may be rejected or otherwise determined to be technically unacceptable.

3.1.1 The Contractor shall submit four (4) copies of a technical proposal.

3.1.2 The Contractor shall submit a copy of their Quality Assurance System Program Plan which meets the requirements of ANSI/ISO/ASQC Q9001-1994 or equivalent certification.

3.1.3 The Contractor shall detail their experience in design, fabrication, and manufacture of rectangular and transitional ducting of double wall construction.

3.1.4 The Contractor shall explain their product line through descriptive literature and other information in order for the Government to evaluate that the Contractor has the facilities, capabilities, and resources necessary to fabricate, manufacture, and deliver equipment required by this specification.

3.1.5 The Contractor shall provide recent specific examples of same or similar product(s), as required by this specification, in order for the Government to evaluate that the Contractor has, or can, fully comply with specifications, quality assurance, inspection, and delivery requirements of this specification.

3.2 Drawings

3.2.1 Outline drawings of the exhaust ducting system components as described herein and Figure-1, Attachment I showing all of the accessories and giving all dimensions.

3.2.2 Provide cross-sections to show typical details of all elements of the exhaust ducting system components.

3.3 Estimated Production Schedule

3.3.1 The schedule shall show the total number of days estimated from date of contract to major milestones. Milestones should include but not necessarily be limited to:

3.3.1.1 Engineering submittals.

3.3.1.2 Receipt of materials.

3.3.1.3 Fabrication complete.

3.3.1.4 Complete preparation for shipping.

3.3.1.5 Delivery.

Note: The Contractor may assume, for purposes of estimating, that review and approval of engineering submittals will require two (2) weeks.

4.0 Applicable Documents

4.1 The following specifications, standards, and codes form a part of this specification. The revision in effect on the date of the RFP shall apply unless later revisions are agreed to by both parties. The design, material, and assembly of the items

identified in this specification shall be in strict compliance with all applicable sections herein.

4.2 Referenced Specifications, Standards, and Codes:

- 4.2.1** “American National Standards Institute” (ANSI).
- 4.2.2** “American Society for Testing and Materials” (ASTM).
- 4.2.3** “American Institute of Steel Construction, Inc.” (AISC).
- 4.2.4** “American Iron and Steel Institute” (AISI).
- 4.2.5** “Occupational Safety and Health” (OSHA), Part-1910.
- 4.2.6** “National Fire Protection Association” (NFPA-70).
- 4.2.7** “American Welding Society” (AWS D1.1, D9.1, 10.12).
- 4.2.8** “Steel Structures Painting Council” (SSPC).
- 4.2.9** “D.O.T. Regulation-49”.
- 4.2.10** “Building Officials and Code Administration” (BOCA).

5.0 System Requirements

5.1 General

5.1.1 Each set of exhaust ducting system components will be installed between an existing section of exhaust ducting and an LM2500 gas turbine, prime mover for the Gas Turbine Test Facility.

5.1.2 Site Conditions

5.1.2.1 Location: Indoor/Outdoor.

5.1.2.2 Ambient Temperature Range: 5°F to 105°F.

5.1.2.3 Relative Humidity Range: 0% to 100%.

5.1.2.4 Altitude: Approximately 30ft. above sea level.

5.1.2.5 Loading:

Wind, exposed surfaces, Table 1611.7(3), Exposure C, 75 mph Basic Wind Speed (Reference 4.2.10)

Seismic, Section 1612.0 (Reference 4.2.10)

Dynamic Flow Loads, per Section 5.1.4

5.1.3 Design Load Conditions

5.1.3.1 Erection: Dead load plus wind or seismic load.

5.1.3.2 Normal Operating: Dead load, plus dynamic load (per Section 5.1.4), plus wind or seismic load.

5.1.3.3 Allowable unit stresses shall be stipulated per Section 4.2.3, except where modified by local requirements.

5.1.4 Operating Conditions

5.1.4.1 Maximum exhaust gas flow is 193 lbs/sec at 892°F, referred to 100°F ambient temperature.

5.1.4.2 Maximum gas temperature is 1200°F.

5.1.4.3 The exhaust ducting systems' components shall be designed to withstand pressure pulses resulting from engine surge.

5.2 Arrangement

5.2.1 The exhaust ducting systems' components shall be designed in accordance with the arrangement depicted in Figure-1. The ducting systems must conform to the outline dimensions provided in the figure; however, the Contractor may provide an alternate design details if approved in government review.

5.2.2 Construction shall be such that no gaps or leaks occur in the assembly.

5.2.3 The exhaust ducting systems shall be designed to be self-supporting at four support weldments per exhaust ducting system provided at the roof level. The exhaust ducting systems shall be locally reinforced as required to allow lateral bracing as shown in Figure 1.

5.2.4 The exhaust ducting systems shall be designed to interface with stainless steel flanges at the inlet to and outlet from each system.

5.3 Design Criteria

5.3.1 The structural design of each exhaust duct component shall consider and account for forcing frequencies of 60Hz, 4320Hz, 5400Hz, and 6720Hz.

5.3.2 The exhaust ducting system components shall be of double wall construction and designed such that the inner and outer walls are vertically and laterally independent of each other to allow freedom of thermal expansion to prevent buckling, distortion, and/or failure.

5.3.2 Each rectangle-to-square transition piece shall have a removable latched personnel access.

5.3.3 The external walls of the exhaust ducting components shall be welded 3/16 inch thick ASTM A-36 Carbon Steel and sufficiently rigid to be supported by 3/8 inch thick (min) end flanges and withstand operating conditions so indicated.

5.3.4 All surfaces exposed to the hot exhaust gas shall be ASTM A-176, type 409 Stainless Steel.

5.3.5 Flanged joints shall be designed to minimize the exposure of the gaskets to hot exhaust gas.

5.3.6 Insulation between the inner and outer walls shall be 8 lbs/cu.ft. density of "Durablanket-HP-S, Ceramic Fiber" rated at 2300°F.

5.3.7 All structural welding shall be in accordance with AISC specifications in conjunction with the Structural welding Code-Steel, AWS D1.1.

5.3.8 Lift points (eyes) shall be provided to permit loading, unloading, and erection. Contractor shall certify that Lifting points have been inspected and tested; are safe for operation, provide record of such inspection and testing, and rated load. These points shall be marked with Serial number, Date of Test, Safe Working Load in Pounds, Testing Activity, and Description of Test.

5.4 Tolerances

5.4.1 Tolerances shall be in accordance with the following:

5.4.1.1 Flatness of flanges shall be held within a tolerance of $\pm 1/8$ inch. Contractor shall insure that flanges are not distorted due to the torque of bolts.

5.4.1.2 Flanges shall maintain parallelism or perpendicularity, as applicable, within a total tolerance of $\pm 1/8$ inch.

5.4.1.3 Flanges shall maintain diagonal squareness of $\pm 1/8$ inch.

5.4.1.4 All linear dimensions shall be $\pm 1/8$ inch.

5.4.1.5 Location of all holes shall be held to a true position tolerance of $\pm 1/16$ inch diameter circle.

5.5 Materials and Processes

5.5.1 Materials exposed to the hot gas flow shall be ASTM A-176, Type 409 Stainless Steel, 12 gauge thick (min.).

5.5.2 Welding of the liner should be avoided through the use of bending. The Contractor shall provide details regarding liner fabrication with submittal of design.

5.5.3 Material for structural shapes shall be ASTM A-36 Carbon Steel. External duct plate shall be 3/16 inch thick (min.). Flanges shall be 3/8 inch thick (min.).

5.5.4 Exhaust ducting gasket material shall be 2 1/2 inches wide by 1/4 inch thick Tetraglass 1200°F drop-warp tape in finished form ready for installation.

5.5.5 Bolting material shall be ASTM A-325, Grade-5, zinc-plated with ASTM A-563, Group DH, circular washers and hex nuts.

5.5.6 Insulation shall be free of asbestos and be 8 lbs/cu.ft. density Durablanket-HP-S Ceramic Fiber 2300°F. Thickness of insulation shall be in excess of 4 inches thick to prevent voids from occurring at installation.

5.5.7 Surface Preparation and Painting

5.5.7.1 Sandblast to a commercial finish per SSPC-SP6.

5.5.7.2 Paint all Carbon Steel interior and exterior surfaces with Carboline Zinc HS-11, Green, 3.0 to 5.0 mils dry film thickness.

6.0 Design and Acceptance

6.1 Design Review

6.1.1 The Contractor shall furnish descriptions and drawings of the proposed exhaust ducting system(s) components to the Government for review. No work is authorized until formal authorization to fabricate is received. Review and comment of drawings is not to be construed as relieving the Contractor of the responsibility for the fabrication of the exhaust system(s) components and/or voiding of the Contractor's guarantees. Review and approval of preliminary design package will be 14 days after receipt of the package by the Government.

6.2 Design Change Provision

6.2.1 No substitutes or alterations are authorized without written approval in the form of a change notice to the order.

7.0 Contractor Data Requirements

7.1 Required three (3) weeks after Date of Contract

7.1.1 Preliminary drawings of the exhaust ducting systems' components giving sufficient details to allow evaluation of the exhaust systems with regard to flange bolting arrangements, double wall construction, structural integrity, installation and conformance with major requirements of this specification.

7.1.2 Estimated loads at support points and centers of gravity of the exhaust ducting system(s) components.

7.1.3 Proposed Quality Assurance plan in accordance with the requirements of ANSI/ISO/ASQC Q-9001-1994.

7.2 Required six (6) weeks after Date of Contract

7.2.1 Final and firm location of the following:

7.2.1.1 Bolting patterns of all flange sections.

7.2.1.2 Final information on exhaust ducting system(s) components geometry, weights, and loads.

7.2.2 Preliminary issue of source control drawings for review and comment by the Government. The drawings shall include the following:

7.2.2.1 Bill of materials including part number, size, material designation, and quantity.

7.2.2.2 Contractor's name and part number for all subcontracted items.

7.2.3 Final calculations for the structural and thermal adequacy of the exhaust system(s) components shall be provided prior to fabrication.

7.2.4 The following procedures for work performed by the Contractor or his contractor:

7.2.4.1 Manufacturing and processing procedures

7.2.4.2 Inspection checklist or program

7.2.4.3 Cleaning procedures

7.2.4.4 Painting procedures

7.2.4.5 Shipping procedures

7.2.4.6 Repair welding procedures

7.2.4.7 Quality assurance checklist

7.2.5 A report with the following information:

7.2.5.1 The exhaust ducting system component(s) 1st natural frequencies.

7.2.5.2 Loading response analysis.

7.2.5.3 Loads at support points sufficient for the Government to confirm the adequacy of the existing support structure.

7.2.5.4 Weights, centers of gravity, and lift points for each component.

7.3 Required ten (10) weeks after Date of Contract

7.3.1 Three (3) reproducible sets of the final source control drawing showing all the required details of this specification, additional details resulting from the Government's reviews, and any "As Built" details resulting during manufacture.

7.3.2 Complete and detailed erection instructions for the exhaust ducting system(s) components. Lifting and erection instructions are to be part of the source control drawing. Three (3) sets of the erection instructions are to be shipped with the equipment.

7.3.3 Instructions for handling and storage of all equipment.

7.4 Drawing Format Requirements

7.4.1 Drawings supplied to be Contractor's "D" size format.

7.4.2 The drawing format must be clear. Numbers, Letters, and lines must be clear and dark, maintaining uniform density and properly spaced to insure clarity when reduced in size.

7.4.3 The drawing(s) title block must include title, drawing number, revision number, and date.

8.0 Preparation for Shipment

8.1 Protection

8.1.1 The Contractor shall provide shipping protection appropriate for the method of shipment and final destination. Preparation is subject to review and comment by the Government.

8.2 Packing

8.2.1 The Contractor shall pack, label and ship all equipment and materials in compliance with D.O.T. Regulation 49.

8.3 Coding, Marking, Labeling, and Placarding

8.3.1 The Contractor shall provide a permanently attached nameplate with each exhaust ducting system. The nameplates shall display Contractor's address and purchase order number.

8.3.2 Each separate deliverable item shall be tagged or stenciled with the drawing number, part name, Contractor's part number or identification number, weight, center of gravity and lift points.

8.3.3 Any angles, bars, channels, etc., used for shipping and requiring removal before installation shall be painted yellow and clearly identified by stenciling in a contrasting color.

8.3.4 Instructions for proper storage at the job site (i.e. lift points, cable angles, etc.) shall be provided.

9.0 Shipping Instructions

9.1 The Contractor shall contact the Government two (2) weeks prior to being ready for shipment.

9.2 Shipping address: Naval Surface Warfare Center
Carderock Division/Philadelphia Detachment
Receiving Code 3361, Bldg. 542
Philadelphia, PA 19112-5067
Attn: Mr. William Singiser, Code 9111
Phone: (215) 897-1894

INSPECTION AND ACCEPTANCE TERMS

Supplies/Services will be inspected/accepted at:

CLIN 0001	INSPECT AT Destination	INSPECT BY NSWCCD Code 9111	ACCEPT AT Destination	ACCEPT BY NSWCCD Code 9111
0002	Destination	NSWCCD Code 9111	Destination	NSWCCD Code 9111

CLAUSES INCORPORATED BY REFERENCE:

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.223-6	Drug Free Workplace	MAY 2001
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.247-34	F.O.B. Destination	NOV 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003
NAPS	Submission of Invoices (Fixed Price)	JUL 1992
5252.232-9000		

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN WEEKS AFTER DATE OF CONTRACT
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0001	2 Each	20 weeks or sooner after date of contract
0002	1 Lot	In accordance with DD Form 1423, Exhibit A

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) The contract resulting from this solicitation will be awarded to that responsible offeror submitting a technically acceptable proposal with the lowest evaluated estimated price.
- (2) Technical acceptability will be determined in accordance with the following evaluation factors, based on information submitted in response to the provisions entitled "Technical Proposals". To be determined technically acceptable, the offeror must be technically acceptable in each of the areas identified by the following evaluation factors:

- ABILITY TO MEET SPECIFICATION
- EXPERIENCE/PAST PERFORMANCE
- QUALITY ASSURANCE PLAN

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) (i) It (☐) is, (☐) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It (☐) is, (☐) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

 X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the

Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Robert Colot, Code 3352, Naval Surface Warfare Center Carderock Division, 5001 S. Broad Street, Philadelphia, PA 19112-1402.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://FARSITE.HILL.AF.MIL/>

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://FARSITE.HILL.AF.MIL/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☒ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (☐ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☒ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☒ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

☒ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000).

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

CAR-H05 PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) Quality of Product or Service: This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) Product Performance: The contractor's achieved product performance relative to performance parameters required by the contract.

(B) Systems Engineering: The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) Software Engineering: The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) Logistics Support/Sustainment: The success of the contractor's performance in accomplishing logistics planning.

(E) Product Assurance: The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) Other Technical Performance: All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) Schedule: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) Cost Control (Not required for FFP or FFP/EPA): The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) Management: This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) Management Responsiveness: The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) Subcontract Management: The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) Program Management and Other Management: The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

ADDENDUM TO FAR 52.214-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS

CAR-I13 STANDARD COMMERCIAL WARRANTY (JAN 1992)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ____ months. (Offeror is to insert number.)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as two separate documents, as follows:

Documents	Original	Copies
Solicitation/Offer/Order for Commercial Items (SF-1449)	1	2
Technical Proposal	1	3

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

(1) SOLICITATION, OFFER /ORDER FOR COMMERCIAL ITEMS (SF-1449)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical proposal. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 30a of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation/Offer/Order for Commercial Items document, if such annotation is necessary to clarify the qualifications.

(2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in the Commercial Item Description and the Engineering Specification M153 of this solicitation. Paragraph 3.0 of the Engineering Specification M153 details the information required to be included in the Technical Proposal. There is a 50-page limit for the technical proposal.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of work may be adequately evaluated. The technical proposal shall be page numbered and contain a table of contents.

(3) PAST PERFORMANCE

The past performance section shall include information about the offeror and proposed subcontractors, if applicable, according to the following instructions. This information may be submitted prior to the other parts of the proposal to assist the Government in reducing the evaluation period, but it is not mandatory to deliver this material early. No early evaluation points will be awarded nor any early delivery penalty applied for failure to deliver the requested material early.

The Navy intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider. Such information may be in the nature of additional information to that which the Navy has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Navy's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

The offeror shall list their five (5) most recent contracts and/or subcontracts, awarded for similar supplies, completed within the last three (3) years, and identify in specific detail for each why or how you consider that effort relevant or similar to the effort required by this solicitation. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial customers.

The following detailed information shall be provided for each of the five contracts:

- (1) Name of Customer (Federal Contracting Activity, Local Government, Commercial Customer, etc.)
- (2) Contract/Subcontract Number
- (3) Contract Type
- (4) Total Contract Value
- (5) Customer Point of Contact (Please list two name, phone numbers and a fax number)
- (6) Relevant or similar effort/description of product
- (7) Period of Performance

The offeror shall provide information on problems (show cause, cure notice, termination for default, quality issues, defective pricing issues, litigation, etc.) encountered on these contracts and corrective actions taken to resolve those problems.

The following elements shall be addressed in narrative form:

- (1) *Quality of Product including Quality Awards.* Describe quality and compliance with contract requirements, accuracy of technical data, and rework of major and minor components. The offeror should describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product. Examples: Malcolm Baldrige Quality Award, Government Quality Awards and or private sector awards or certifications. Identify what segment of the company received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (2) *Timeliness of Performance.* Met interim milestones, reliable, responsive to technical direction, completed on time.

(3) *Customer Satisfaction.* Satisfaction of end users with the contractor's service.

Incomplete data may not be considered.

In addition to the CPARS, the Government may collect additional past performance information from (1) those Government and/or commercial contract references provided by the offeror; and (2) any other relevant references deemed useful by the Government. The Government may also use other past performance data sources to collect relevant past performance data. The offerors are responsible to notify the points-of-contact provided as commercial contract references and give them permission to provide past performance-in-formation to the Government.

If the offeror has no relevant past performance, they shall affirmatively state in their proposal that they possess no relevant past performance.

Past performance information pertaining to a subcontractor cannot be disclosed to the prime contractor without the subcontractor's consent. Therefore, if the use of a subcontractor is proposed, submit the subcontractor's written consent to allow the Government to discuss the subcontractor's past performance assessment with the prime offeror. Offerors should note that the Government considers the prime's past performance as more relevant, for the purposes of evaluation, than subcontractor past performance.

LIST OF EXHIBITS/ATTACHMENTS

Exhibit A – DD Form 1423, Contract Data Requirements List

Attachment I – Figure 1, Exhaust Ducting Systems Arrangement and Details